

EXHIBIT 4



المؤسسة الوطنية للنفط
Libyan National Oil Corporation
HOUSTON BRANCH II

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Libyan National Oil Corporation
2200 Post Oak Boulevard
Suite 1100
Houston, Texas 77056
USA

Client Ref #: 2019

Supplier:

Alpine Armoring

Charlity VA USA



Purchase Order No.: NOC-1 Rev: 0

Issue Date: December 30, 2019	Buyer: Name: Karen Brown Tel: Email: Karen.Brown@libyanoc-us.com
Delivery Address: National Oil Corporation C/O Port of Tripoli Libya	
Payment Terms: Wire Transfer	Invoice Address: Libyan National Oil Corporation Houston Branch 2200 Post Oak Boulevard Suite 1100 Houston, TX
Delivery Date: February 03, 2020	Delivery Terms: CIF
Location: TRIPOLI	

The purchaser agrees to purchase and the Seller agrees to sell and deliver goods/services specified herein subject to terms and conditions referred to in this Purchase Order and the Purchaser's General Conditions of Purchase attached.

Item No	Reference/Part	Description	Quantity	Unit	Unit Price	Total USD
1		Armored Vehicle Manuf Name MFG Part	1	Each	348,000.00	348,000.00
2		OEM Run Flat Tires Manuf Name MFG Part	1	Set	7,400.00	7,400.00
3		Freight Manuf Name MFG Part	1	Each	15,800.00	15,800.00
Order Total USD:						371,200.00
Sales Tax USD:						0.00
Grand Total USD:						\$371,200.00

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Instructions to Supplier: QUOTE # A191203-LNOC2	
<small>This Purchase Order is subject to all of the terms and conditions attached hereto.</small>	
Accepted by Supplier: Signature	Date
	January 10th, 2020
Printed Name	
Dan Diana - Director	
Accepted by Client: Signature	Date
	
Printed Name	
Karen Brown	
Buyer: Karen Brown	Approver: Mohamed Denbarno
Status: Approved	Approval Date:

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LNOC-US Standard Terms and Conditions

1. **Acceptance and Entirety:** These terms and conditions shall form part of any agreement or order to which they are attached (together all documents form a "Contract"). Supplier's written acceptance of an order or the shipment of any goods or materials or performance of any Work shall constitute acceptance by Supplier of this agreement/Contract and all instructions, terms and conditions herein. No contrary or additional terms and conditions shall apply except those in any Contract to which these standard terms and conditions are attached, which shall prevail in case of any conflict with terms and conditions herein. Contract shall be interpreted in accordance with the laws of the Harris County, Texas, USA.
2. LNOC-US Purchases order document and details contained therein
3. Commercial and technical information provided
4. Definition of Work. "Work" shall mean all the work and services the Supplier is required to carry out for LNOC-US (The Purchaser) pursuant to the Contract / PO / Agreement.
5. Status of Supplier. The Supplier is an independent Supplier and is solely responsible for all persons employed or subcontracted in the performance of Supplier's responsibilities pursuant to the Contract / PO / Agreement.
6. **Waiver.** No waiver of or exception to any of the terms, conditions and provisions contained in the Contract / PO / Agreement shall be valid unless specifically agreed to in writing by LNOC-US. Failure of LNOC-US to insist upon strict performance of the terms of a Contract shall not operate as a waiver of Supplier's obligations nor shall failure or delay to exercise any waiver of any right of LNOC-US to insist upon strict performance.
7. Changes, Additions and Cancellation. LNOC-US may, from time to time, make changes, issue additional instructions, require additional work or direct the omission of work previously ordered and the provisions herein shall apply to all such changes and modifications. No extra Work, addition or alteration or substitution of goods or materials will be paid for by LNOC-US unless performed pursuant to and in accordance with the written authorization of LNOC-US. No such revision shall be binding unless in writing, signed by a duly authorized representative of LNOC-US and expressly made part of the Contract / PO / Agreement.
8. **Option To Terminate** LNOC-US shall have the right to terminate the Contract / PO / Agreement in whole or in part at any time by giving written notice to Supplier and in the event of any such termination, Supplier shall receive as payment for the goods, materials and Work furnished by Supplier, such proportion, as mutually determined by LNOC-US and Supplier, of the total Contract price as the portion of the goods and materials supplied and Work which is completed pursuant to the entire goods and materials to be supplied and Work covered by the Contract / PO / Agreement, less any amount previously paid to Supplier on account of same, together with any actual out-of-pocket costs incurred by Supplier as a direct result of such termination. Supplier shall not, in any event, be entitled to any damages, including but not limited to prospective profits, because of such termination.
9. **Performance.** Supplier agrees to supply goods and materials and perform Work as specified in the Contract / PO / Agreement. Time is important for this agreement and LNOC-US shall have the right to cancel the Contract in whole or in part, if not fulfilled or performed at the time specified without prejudice to any other rights or remedies of LNOC-US. Supplier shall diligently and carefully perform all Work in a good and workmanlike manner satisfactory to LNOC-US and in compliance with all applicable laws, rules and regulations and shall furnish all labor, supervision, machinery, materials, equipment and supplies necessary therefor.
10. **Information:** All information, documents, drawings specifications provided by LNOC-US on behalf of NOC and their subsidiary companies shall remain confidential and are subject to the Non-Disclosure Agreement (NDA) signed by all parties.
11. **Price and Payment:** No changes to the price stated in the Contract / PO / Agreement are permitted without prior written approval from LNOC-US. LNOC-US shall pay proper and correct invoices submitted by Supplier pursuant to the Contract within 60 days of receipt by LNOC-US of such invoices or in accordance with the agreed payment terms and conditions. All invoices shall show the Contract / PO Agreement Number and shall be mailed or delivered to the invoicing address shown in the Contract. Each invoice shall indicate thereon whether it constitutes a partial billing or "Final Billing". The time for payment of invoices or for accepting any discounts offered shall run from the date correct invoices are received by LNOC-US. The price shall include all taxes, duties, charges and losses of any kind, where applicable, which either party is required to pay in providing the goods and materials in performing the Work. All duties and taxes shall be separately listed on each invoice and shall be supported by proper documentation if required by LNOC-US. The currency shall be in USD unless agreed otherwise.
12. **Delivery Date.** The PO delivery date is fix and firm and shall not change unless a revised delivery date is agreed to by both parties in writing and revision to the Contract / PO / Agreement is issued by way of confirmation. Liquidation damages for late delivery will be applied per PO conditions and Supplier will compensate LNOC-US per the agreed levels in the event the PO delivery date is not maintained. The agreed PO delivery terms and packing methods are binding and are not subject to change unless agreed to in writing by both parties.
13. **Warranties and Guarantees.** All guarantees and warranties are binding for the duration of the period agreed. The Supplier further represents and warrants to LNOC-US that, the Supplier has the experience and competence necessary for the proper supply of the goods and materials and the proper ability to carry out the Work. Goods and materials supplied and work performed shall be of the kind and quality specified in the Contract / PO / Agreement or shall conform to the specifications, drawings or other descriptions furnished to LNOC-US; shall be free from fault in design, workmanship and material, shall be merchantable and of good quality, and shall perform as specified. Unless otherwise specified herein, all goods and materials supplied shall be new and shall not have been previously used. Supplier shall have an undivided right to sell all goods and materials supplied at the time when title to such goods and materials is to pass to LNOC-US and LNOC-US will receive clear and unencumbered title to all goods and materials supplied. Supplier assumes all risk associated with the delivery of the goods and materials until physical possession of the goods and materials has been transferred as agreed with LNOC-US. In addition to the aforementioned representations, warranties and guarantees, the following shall apply: No payment or acceptance by LNOC-US shall constitute a waiver of any provision of the Contract / PO / Agreement nor shall anything herein contained be construed to exclude or limit any warranties or guarantees applied by law. All warranties and guarantees shall, unless otherwise specified in the Contract / PO / Agreement, continue in full force and effect notwithstanding termination of the Contract / PO / Agreement by LNOC-US and shall extend for a period of a minimum of twelve (12) months or the period agreed at time of purchase or from the date the unit or facility, of which the goods or materials ordered are part, has been properly erected or installed in accordance with the applicable drawings, specifications and codes and so accepted by LNOC-US and or their principle.
14. **Completion.** Supplier shall give LNOC-US written notice when the Work has been completed and upon request by LNOC-US shall furnish LNOC-US with such affidavits, receipts, waivers, releases, statements and other evidence as LNOC-US may require to satisfy itself that all claims, items, demands, liabilities, cost, losses and damages arising out of the Contract / PO Agreement have been paid, discharged and satisfied.
15. **All Purchase Orders:** will be governed by USA law. Supplier should note that the subject of this Contract / PO Agreement is bound for export to Libya. It is the Suppliers responsibility to inform and make themselves knowledgeable about the local laws, regulations, decrees, practices and other conditions which might affect their obligations under this PO including the performance of its obligations thereunder and ensure that it complies fully. The law and arbitration governing this PO / Contract / NSA shall be governed and conducted in accordance with the Laws of the USA. Any dispute arising as a result of the implementation of the agreement shall be amicably resolved by the two (2) parties by holding joint meetings. In the event these meetings are not successful and disputes cannot be resolved and settled amicably, both parties agree that all such disputes shall be settled

16. LNOOC-US Policies. Standards in the performance of the Work. Supplier shall comply with all health and safety, environmental and all other policies and standards of LNOOC-US supplied to Supplier, and all applicable governmental laws, ordinances, rules and regulations, whether federal, provincial or municipal and shall ensure compliance by all its subcontractors. If Supplier is of the opinion that drawings or specifications are at variance with any such laws, ordinances, rules or regulations Supplier shall promptly notify LNOOC-US in writing and shall cause Work until such discrepancy is resolved to the satisfaction of LNOOC-US.
17. Title of Goods. Supplier will deliver the goods FCA Supplier's facility, or FCA Freight Forwarder or other terms specified in the Contract/ PO / Agreement, in accordance with Incoterms (latest edition) and title and risk of loss will transfer upon delivery to the Incoterms delivery point. LNOOC-US will be responsible for making appropriate receiving or shipping arrangements and will provide sufficient notice and details of such arrangements to allow Supplier to prepare the goods for delivery.
18. Liability and Indemnity. The Supplier shall promptly advise LNOOC-US of any and all damage to LNOOC-US property or the property of others, or injuries suffered by persons in any manner arising out of the performance of the Work or the supply of goods and materials. The Supplier shall both be liable for and indemnify, defend, and save harmless LNOOC-US from and against proceedings, claims, demands, judgments, awards, losses, costs, damages and expenses whatsoever (including legal fees on a solicitor and own client basis), incurred in whole or part as a result of or in connection with the negligent action or omission of Supplier, its employees, contractors and agents in relation to the performance of Work or the supply of goods and materials provided, however, Supplier shall not be liable to LNOOC-US or be required to indemnify LNOOC-US for loss or damage arising directly out of the sole negligence of LNOOC-US or its employees. Notwithstanding any other provision to the contrary, in no event will either party be liable to the other or any third party for any special indirect, incidental or consequential losses or damages (including without limitation, lost revenues and lost profits) of any kind whether in contract, tort, strict liability or otherwise, even if Supplier has been advised of the possibility of such potential loss or damage. Suppliers liability to LNOOC-US for all losses or damages related to or arising out of the performance of the Contract/ PO / Agreement shall not exceed the value net of taxes of the Purchase Order.
19. Insurance. Supplier shall, unless excused in writing by LNOOC-US, obtain and maintain with reputable insurers, the following insurances during the term of the Contract/ PO / Agreement: Workers Compensation coverage in the amount required by statute and regulation; Employer's Liability Insurance covering each employee engaged in operations and at a reasonable level of cover; Automobile liability insurance covering all motor vehicles owned or non-owned, engaged in the Work under this Contract/ PO / Agreement with a bodily injury, death and property damage limit of two million (\$2,000,000) Dollars inclusive; Commercial General Liability Insurance with bodily injury, personal injury, death and property damage limit of Two Million (\$2,000,000) Dollars inclusive, such coverage to include Contractual Liability; Tortious Liability; Suppliers Protective Liability and Products and Completed Operations Liability. Any other insurances which are required by Law and The Supplier shall provide the LNOOC-US, if so requested and prior to the performance of any Work, a certificate of insurance as evidence that the insurance required under this Contract/ PO / Agreement has been obtained. The Supplier and its common carriers shall provide LNOOC-US with a copy of the certificate of insurance to that effect forthwith. Supplier, its subcontractors and its common carriers shall provide LNOOC-US with a copy of the certificate evidencing the insurance required and shall require its subcontractors to provide notice to LNOOC-US of any potential change in the insurance provided.
20. Tagging/Marking. At least one unit of each free item must be tagged, showing item number, code or symbol number, brief description of materials, PO Number and Requesting number. All items supplied must be clearly in accordance with the PO.
- In the event that there is a shortage, wrong specification/description, or discrepancies with the materials supplied the Supplier is liable to supply the correct items / materials including the documentation fee of charge up to the end user in Libya.
21. Ethics: The Supplier agrees to respect, at all times, LNOOC-US and their parent company and their subsidiaries code of ethics and agrees to never attempt to bribe, pay commissions, gratuities or gifts of any kind to any person or employee of the LMOCC and NOC. Legal action will be taken against those Companies, Agents and/or Suppliers that do not adhere to this condition.
22. Approval. Only LNOOC approved Suppliers are to be favoured with a PO or a contract or a Master Service Agreement(MSA). If the holder of such a Contract/ PO / Agreement or MSA takes it upon themselves to outsource or sub-contract work to a third party without prior agreement and approval from LNOOC-US any agreement made between LNOOC-US and the subcontractor will be void and LNOOC-US will seek immediate compensation for time lost and all associated cost. Subcontract Assignments and Set-Off: Supplier shall not subcontract any portion of the Work without the prior written permission of LNOOC-US. Such permission, if given, shall not relieve Supplier from responsibility for the conduct and Work of all subcontractors and third party charges shall not be charged to LNOOC-US without the prior written approval of LNOOC-US. The Contract/ PO / Agreement is entered upon the condition that Supplier shall not assign all or any interest herein, including any payment due to, or become due, without LNOOC-US prior written consent. LNOOC-US shall be entitled at all times to set off any account owing from Supplier to LNOOC-US or any of its affiliated companies against any amount due or owing to Supplier with respect to this Contract/ PO / Agreement. LNOOC-US shall further have the right (but no duty) to withhold any monies payable by LNOOC-US and apply same to the payment of any obligations of Supplier to LMOCC-US or to any other parties arising in any manner from the Contract/ PO / Agreement.
24. LIENS. Supplier shall indemnify and save harmless LNOOC-US from any and all kinds of claims or liens arising from the Work or goods and materials placed or furnished by or to the order of Supplier under the Contract/ PO / Agreement. If at any time there shall be evidence of any such claim or claim for which, if established, LNOOC-US might become liable or which might attach to property of LNOOC-US, LNOOC-US shall have the right to retain out of any payment then due or thereafter to become due to Supplier, an amount sufficient to indemnify LNOOC-US against such lien or claim and to satisfy any statutory requirements to release such a lien last. Should there prove to be any such lien or claim after all payments are made Supplier shall remain liable to LNOOC-US for the full amount of the Lien last. Supplier consents to pay in discharging any such lien of claim.
25. Force majeure. When the PO/Contract/MSA may be rescinded or terminated, the neither party shall be liable to the other for any failure of or delay in performance of the Work or the supply of goods and materials. In the event of force majeure, the Supplier shall be relieved of its obligation to perform the Work or the supply of goods and materials. While the PO/Contract/MSA may be rescinded or terminated, the neither party shall be liable to the other for any failure of or delay in performance of the Work or the supply of goods and materials. Force majeure is defined as circumstances beyond the control of either party which would render it impossible for either LMOCC or their affiliates or the Supplier to fulfil their obligations under the Agreement or delay such fulfillment. Any of the following matters / circumstances are considered "Force majeure": only if actually followed and are in accordance with the definition given above and shall cover War, Hostilities, Civil Unrest and Acts of God. If either party to the Agreement is prevented or delayed from or in performing any of its obligations under the Agreement by Force majeure, they shall notify the other party of the circumstances constituting the Force majeure and the obligations under the Agreement by which is thereby delayed or prevented and the party giving the notice shall thereupon be excused from the performance or punctual performance of which is thereby delayed or prevented for so long as the circumstances of prevention or the delay may continue. If the circumstances and conditions of which is hereby perished for more than six (6) months, either LMOCC or their affiliates or the Supplier shall have the right to terminate the Agreement or to negotiate any further extension of the aforesaid period by issuing written notice 30 days after the above stated period.
- Material/ Equipment Origin: The actual origin of all materials and equipment under the Suppliers control must be clearly stated in their documentation, any false statements are unacceptable.
- 26.

27. Right to Audit: LNOC-US's Independent Auditor, upon notice in writing to Supplier, shall have the right, at any time before and within Twelve(12) month after completion of the Contract/PO / Agreement, to audit Suppliers records maintained in respect of goods, materials and Work supplied. Supplier shall maintain accurate and complete accounts and records and shall preserve such accounts and records until such time as any claims or discrepancies are resolved. This examination shall not extend to Suppliers and its support, financial cost data ledgers, journals and accounts. The cost of the audit shall be borne by Supplier if Supplier is found to have overcharged by an amount that exceeds the lesser of \$10,000.00 or 10% of the total value of the Contract PO / Agreement. All data / records and documents shall be retained by the Supplier for a minimum of five(5) years.
28. Intellectual Property Infringement: Supplier shall indemnify and hold harmless LNOC-US from and against any and all loss, liability or expense by reason of any claim or suit for alleged infringement of any copyright, industrial design, trademark or patent resulting from or arising in connection with its manufacture, sale, normal use or other normal disposition of any goods or material furnished, or the performance of any Work and shall defend any suit claim or suit and pay all costs and expenses incidental thereto; provided, however that LNOC-US shall have the right, at its option, to participate in the defense of any such claim or suit without relieving Supplier of any obligation. Supplier's warranty to defend and indemnify will require that LNOC-US in a timely manner notifies Supplier, in writing, of such infringement claim and Supplier is allowed to control the defense of such infringement claims and the negotiations for its settlement or compromise. LNOC-US shall provide reasonable assistance in the defense of the infringement claim.
29. Proprietary Information: LNOC-US has previously proprietary information of the Supplier, all drawings, blueprints, specifications, dies, patterns and tools supplied by LNOC-US or purchased or constructed by Supplier as required for the completion of this Contract/PO / Agreement and paid for by LNOC-US, and the property of LNOC-US and information thereon shall be considered confidential and shall be used only for the purpose of the Contract/PO / Agreement and shall not be disclosed to any third party or made use of by Supplier in connection with any other business or project without the written consent of LNOC-US. LNOC-US shall be entitled to any and all rights of ownership in and to the Contract/PO / Agreement and shall be entitled to the use of the Contract/PO / Agreement and, upon completion of delivery or termination of the Contract/PO / Agreement, shall be delivered to LNOC-US unless otherwise agreed to in writing. Unless previously proprietary information of Supplier all drawings and information prepared by the Supplier in connection with the Contract/PO / Agreement shall solely vest with and shall remain vested with the Supplier. The Supplier hereby grants to, and LNOC-US hereby accepts a non-exclusive, non-transferable, royalty-free license to use the drawings and calculations specifically prepared for LNOC-US for the specific purposes of the Contract/PO / Agreement.
30. Use Of LNOC-US's Name: Supplier shall not release any advertising copy mentioning the name of LNOC-US (Purchase) or quoting the opinion of LNOC-US's employees without prior written approval by LNOC-US.
31. Termination for Default: If a petition for bankruptcy shall be filed by or against Supplier or if Supplier shall be adjudged a bankrupt, or if Supplier shall make a general assignment for the benefit of creditors, or if a receiver shall be appointed on account of the insolvency of Supplier, or if Supplier shall, except as a result of unavoidable causes, neglect to supply enough properly skilled workers or proper materials for proper execution of the Work, or if Supplier shall materially violate any stipulations of the Contract/PO / Agreement or shall fail to make prompt payment to subcontractors or for materials, labor, or willfully disregard laws, ordinances or written requests of LNOC-US, LNOC-US may, without prejudice to any other right or remedy it may have hereunder or by operation of law, terminate this Contract/PO / Agreement by written notice to Supplier, whereupon LNOC-US shall be relieved of all further obligations hereunder except the obligation to pay the reasonable value, as determined by LNOC-US, of Suppliers prior performance (not exceeding the Contract/PO / Agreement price) and Supplier shall be liable to LNOC-US for all costs in excess of the Contract/PO / Agreement price herein specified incurred by LNOC-US in completing or procuring the completion of performance specified in the Contract/PO / Agreement. Notices: all notices to be given under this Contract/PO / Agreement shall be in writing and shall be sent to LNOC-US or Supplier, as the case may be, the addresses shown on the face page of an order or specified in the Contract/PO / Agreement. Notices may also be given by way of telephone facsimile communication and shall be deemed to have been received at the time shown on the facsimile receipt.
32. Defective Goods & Services: Supplier agrees that it shall at its sole expense, repair or, at Suppliers option, replace goods and materials which are furnished and accepted by LNOC-US but in which defects in workmanship, materials or design are discovered within twelve (12) months from the date which such goods and materials are accepted by LNOC-US or the period stated in the Contract/PO / Agreement. In addition, Supplier shall repair, or bear the cost of repairing, any damage caused by any such defect. Goods, materials or services which are repaired, replaced or reperfomed under the warranties herein shall be likewise warranted for a twelve (12) month period from the date of such repair, replacement or reperformance and the original warranty for the goods, materials and services will be extended by the time period such goods, materials or services cannot be used or are delayed due such repairs, replacements or reperformance. Supplier shall not be responsible for the costs of disassembly, removal or reassembly. Supplier shall bear costs, including, without limitation, labor and delivery costs to LNOC-US delivery location as stated in the Contract/PO / Agreement, for repair, replacement or reperformance of goods, materials or Work under the warranty provisions hereof. Goods and materials delivered in error, rejected or delivered in excess of those practices shall be held at Suppliers risk and shall be removed by Supplier or returned by LNOC-US, at Supplier's expense. Freight and credit on the original purchase price as well as storage and other reasonable costs shall be allowed on account of such rejected or returned items.
34. Expediting and Inspection: The goods and materials furnished under the Contract/PO / Agreement shall be subject to expediting and possibly inspection by LNOC-US or its authorized representatives at all reasonable times during manufacture and prior to delivery. LNOC-US shall be allowed reasonable access to Suppliers facilities and those of its sub-suppliers for purposes of expediting, inspection or ascertaining the status of the Work. However, neither LNOC-US's inspection nor failure to inspect or reject shall relieve the Supplier of any warranties or obligations. As required by LNOC-US, Supplier and their sub-suppliers or subcontractors shall supply schedules and progress reports and copies of unprioritized suborders for LNOC-US use in expediting.
35. Shipping and Packing: Supplier is responsible for packaging and crating all goods and materials so as to prevent damage during loading, transportation and off-loading and this shall be in accordance with the Contract/PO / Agreement and any specifications attached hereto. Supplier will arrange for loading / off-loading of all shipments / good and materials at the agreed location in accordance with the agreed terms of supply and prior to the agreed delivery date and where applicable will advise LNOC-US of the name of the carrier, airwaybill or BL Number, truck or rail car number, date of shipment place / country of origin of all goods and materials under shipment. Where applicable all shipments will have the transportation charges prepaid up to it agreed location. PO Number and shipping marks are to be shown on all invoices / Packing List and other shipping documents. A complete packing list must accompany each shipment and shall be firmly affixed to the outside of each carton / box / crate in a waterproof envelope. Each package case must show lifting points and large packages must show the center of gravity.